

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of FOURTY FIVE THOUSAND dollars (\$45,000.00) of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of FOURTY FIVE THOUSAND dollars (\$45,000.00).

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, 200 East Santa Clara Street, 2nd Floor, City Hall Wing, San Jose, CA 95113-1905 for

Norman Y. Mineta San Jose International Airport, General Engineering Contract 08-09 (Bravo)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
day of _____, 20____.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By _____

Title:

By _____

Title:

By _____

Title:

By _____

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)